

PREPARED BY:

PETER JOHN BAKAS
HIGHLAND, IN 46322

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COOK COUNTY, ILLINOIS
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94216115

LAMPA ENTERPRISE
9219 INDIANAPOLIS BOULEVARD
HIGHLAND, INDIANA 46322

MORTGAGE

940006181

35

I, DANIE E. DEMARCO, being first duly sworn, do hereby declare and state under oath that the following is true and correct to the best of my knowledge and belief.

This Mortgagor ("Borrower") is giving on **FEBRUARY 21, 1994** The mortgagor is **DANE E. DEMARCO, MAILED TO BEVERLY ANN DEMARCO,** whose address is **19 356TH STREET, CALUMET CITY, ILLINOIS 60409**, a promissory note in the sum of **48,230.00** Dollars (U.S.\$ 48,230.00), dated **MARCH 1, 2024**, which is given to **LAMPA ENTERPRISE**, whose address is **9219 INDIANAPOLIS BOULEVARD, HIGHLAND, INDIANA 46322**, hereinafter referred to as "Lender". Borrower owes Lender the principal sum of **48,230.00** Dollars (U.S.\$ 48,230.00).

This Security Instrument is given to secure payment of principal, interest and all other amounts due or to become due under the Note, including attorney's fees, costs, expenses, and other amounts recoverable by Lender under the Note, and to protect the security of the Note. This Security Instrument is given to Lender for the sole purpose of securing payment of the principal sum of **48,230.00** Dollars (U.S.\$ 48,230.00) which is organized and existing under the laws of **THE STATE OF INDIANA**, and whom address is **9219 INDIANAPOLIS BOULEVARD, HIGHLAND, INDIANA 46322**, hereinafter referred to as "Lender".

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK COUNTY, ILLINOIS**: **LOTS 42 AND 43 IN BLOCK 25 IN WEST HAMMOND, A SUBDIVISION OF THE NORTH 1896 FEET OF FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**.

The property described above is subject to the following liens and encumbrances: **TAX #30-17-200-013-0000** and **#30-17-209-012-0000**.

** BEVERLY ANN DEMARCO IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

I, DANIE E. DEMARCO, being first duly sworn, do hereby declare and state under oath that the following is true and correct to the best of my knowledge and belief.

which has the address of **19 356TH STREET, CALUMET CITY, ILLINOIS 60409**, zip code **zip code** ("Property Address").

ILLINOIS Single Family Rental Mortgage Note INFORM INSTRUMENT

GRILLINN, INC., 1991-1992 (KAMMAYA/GRILLINN - 131326100 - 1000121720)

THIS INSTRUMENT IS PREPARED IN THE FORM OF A GENERAL MORTGAGE NOTE, WHICH IS AN APPROPRIATE SUBSTITUTION FOR

Street, City

DPB 1000

Form 3014 8/90

1991-1992

UNOFFICIAL COPY

Form 3014 D/DO
DME 1688

6 JUN 2001

Digitized by srujanika@gmail.com

use of the right to move within 10 days of the finding of notice.

4. **Character:** There, Borrower shall pay all taxes, assessments, charges, expenses and costs arising out of the property to the owner.

3. Application of this section, unless otherwise provided by law, shall be prospective to any date under which the provision is made.

Upon payment in full of all sums received by the Security Instrument, Lender shall promptly return to Borrower any funds held by Lender at the time of acquisition of title, and credit against the principal amount of the Property, such amounts as may have been held by Lender at the time of acquisition of title.

If the fund manager held by Lender exceeded the maximum permitted, so as to be held by applicable law, Lender shall become liable to Lender for the additional amount paid monthly payable to Lender for the deficiency. Lender shall make up the deficiency in no more than

(including Landers), it is Landers' duty to pay the Federal Home Loan Bank Landers shall apply directly to the Fund to pay the Bankroll item, Landers may not charge or recover for handling and applying the Fund, unless, usually necessarily because of his/her failure to pay a one-time charge for an immediate recall notice for repatriating money.

RECKON WITH THEM OR OTHERWISE IN THE MANNER APPROPRIATE TO THE CIRCUMSTANCES.

2. Funds for Taxes and Revenues. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day when fully payable the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hydro hazard or property insurance premiums; (d) yearly fixed insurance premiums; (e) yearly motor vehicle premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Yearly Taxes and Revenues."

1. Payment of Frenchman and Interpreter: Prepayment and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

variations by jurisdiction to considerate a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform forms available for national use and non-uniform forms commonly used in many states.

particular. All of the foregoing is referred to in this Section by instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, undivided
interests now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed.

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5. Hazard or Property Insurance. Borrower shall keep no improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not jeopardized. If the restoration or repair is not economically feasible or Lender's security would be jeopardized, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. This 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum expended by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholders.
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reconstitute, as provided in paragraph 18, by taking the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, preclusion forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums required by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other term of payment, those amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan required by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender such amount, a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage required or required to be in effect. Lender will accept, use and retain these payments, as a loss reserve in lieu of mortgage insurance. Loss reserve *

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16. Borrower's copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

(4) Moreover, any move to borrower provided for in this section may not be taken by first class mail unless upon notice given to the borrower or his agent at his usual place of business or residence, and the notice must be given in writing.

Proprietary charge under the Note.

13. **(Final Comments)**, if the loan secured by this Security Instrument is satisfied or paid in full, without prepayment or acceleration, the lender will be released as a party to this Note.

Secondly, interdepartmental staff paid and pensioned off under the arrangements had no basis of pension, although, like the members of the civil service, they were entitled to a pension.

11. Borrower Not Responsible: Notwithstanding any provision of this Note or any modification of this Note, the Borrower shall not be liable for any deficiency resulting from the application of law or regulation to any security held by the Lender under this Note or otherwise.

12. Subordination and Waivers: Lessor and Sublessor, jointly and severally, shall remain obligated to pay to the Lender all amounts due under this Note, and the Lender shall have no right to exercise any rights or remedies against the Sublessor or the Sublessee or any other person or entity holding title to the Premises or any interest therein, except as provided in this Note.

Letters longer and bolder and bolderwise otherwise agreed in writing, any application of proceeds to principal shall not exceed or possibly due at the time of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is demanded by Borrower, or if, under notice by Lender to Borrower that the condominium order to make the award of setoff or charge for damages, Borrower fails to respond to Lender's demand to restore the property or to take such action as Lender is authorized to collect and apply the proceeds, at its option, either to restoration of part of the Property or to the sum recovered by this Security instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the security taken by the lessee paid to the lessor, with any excess paid to the lessor. In the event of a partial taking of the Property in which the whole or part thereof is let under a lease paid to the lessor and under other leases in writing in writing, the market value of the Property immediately before the taking is to be apportioned between the lessor and the lessees in accordance with the terms of the lease and the lessor's interest in the Property is to be apportioned among the lessees in accordance with the terms of the lease. Any unpaid balance shall be paid to the lessor. In the event of a partial taking of the Property in which the whole or part thereof is let under a lease paid to the lessor and under other leases in writing, the market value of the Property immediately before the taking, divided by (a) the fair market value of the Property in the lessor's possession or (b) the fair market value of the Property in the lessee's possession, whichever is greater, shall be reduced by the amount of the proceeds immediately before the taking, and the balance so reduced by the lessor and the lessees in accordance with the terms of the lease.

10. **Condemnation.** The proceeds of my award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby retained and

9. Inappetition. Leander or his agent may make reasonable efforts upon and expectation of the Plaintiff. Leander shall give

the premium paid by the insurer approved by Lender upon becoming available and is disbursed by Lender (under certain conditions) provided by an insurer approved by Lender and Lender or any other party with whom Lender has entered into an agreement to provide insurance coverage to Lender.

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17. Transfer of the Property or any interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 90 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and this Note or if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the tenor of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Upon "reinstatement" by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/90

RECEIVED
MAY 10 1996
STATE OF ILLINOIS
COOK COUNTY
CLERK'S OFFICE
LAW OFFICES OF
DANIEL A. ZAHNEN

RECEIVED
MAY 10 1996
CLERK'S OFFICE
LAW OFFICES OF
DANIEL A. ZAHNEN

This instrument was prepared by:

My Commission Expires:

GIVEN under my hand and affidavit seal, this 27th day of May 1996,
signed and delivered the said instrument as HIS/HB, free and voluntary instrument, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she
personally known to me to be the same person(s) whose name(s)

WIFE

THE DAN E. DEMARCO, MARK REXXAX AND BEVERLY ANN DEMARCO, HUSBAND AND
WIFE
County of COOK
State of ILLINOIS

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

DANE E. DEMARCO /MARRIED TO
(Seal)

BEVERLY ANN DEMARCO

Witnesses:

In my (her) executed by Borrower and recorded with, IL.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

WAIVING ANY AND ALL MARTIAL AND HOMESTEAD RIGHTS.

* IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF

Other(s) [specify]

- Adjustable Rate Rider
 Condominium Rider
 1-4 Family Rider
 Plinmed Unit Development Rider
 Biweekly Payment Rider
 Biweekly Impovement Rider
 Second Home Rider
 Balloon Rider
 GMultilevel Payment Rider
 V.A. Rider

(Check applicable box(es))

Security Instruments, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, if one or more rider is executed by Borrower and recorded together with this instrument.

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1-4 FAMILY RIDER Assignment of Rents

02/01/94

RECEIVED
2/2/94

RECORDED
2/2/94

0421615

THIS 1-4 FAMILY RIDER is made this 21ST day of FEBRUARY , 1994 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LAMPA ENTERPRISE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

19 156TH STREET, CALUMET CITY, ILLINOIS 60409
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the household estate if the Security Instrument is on a household) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property, or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a household.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only, and cannot be made subject to any condition or limitation of the lease or the security instrument. The assignment of Rents does not affect the rights and obligations of the tenant(s) under the lease or the security instrument, and the tenant(s) shall remain liable to the landlord for all amounts due under the lease or the security instrument, and the landlord may pursue all remedies available under the lease or the security instrument, notwithstanding the assignment of Rents.

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94216115

-BORROWER-
((758))

BORROWER
(PUB)

-HOTELWORLD-

-Borrower
(188)

DANE E. DEMARCO

BY SPINNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this -a Family Rider.

1. CROSS-DEFALKT PROVISION. Borrower's failure to pay under the Security Instrument, and Lender may invoke any of the remedies permitted by the an interest shall be a breach under the Security Instrument, and any notice of agreement in which Lender has Solely instrument.

Landlord, or Landlord's agents or employees, shall not be required to enter upon, take control of or maintain the property before or after giving notice of default to Borrower, however, Landlord, or Landlord's agents or employees, may do so at any time when a default occurs. Any application of rents shall waive any default or invalidity of other rights of Landlord. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instruments are paid in full.

Borderwear represents a group of garments that borders have not exchanged any "prior" bargaining manual at the frontiers and has not and will not perform any act that would prevent border from exercising its rights under this paragraph.

11. The Owners of the Property are not responsible to cover the costs of taking care of and managing the Property and of collecting the Rent by Lender for such purposes shall bear all liability and expenses of Barrowers to Lender caused by the failure of Barrowers to fulfill their obligations under the instrument pursuant to Uniform Conventant Law.

If Landlord gives notice of breach to Borrower, (i) all Rents received by the Borrower shall be treated for the benefit of Landlord only, to be applied to the summa secured by the Security Instrument; (ii) Landlord shall be entitled to collect all and residual Rents due and unpaid to Landlord, or Landlord's agents upon Landlord's written demand to the Tenant; (iii) Landlord shall pay all Rents due and unpaid to Landlord, or Landlord's agents upon Landlord's written demand to the Tenant; (iv) unless applicable law provides otherwise, all Rents collected by Landlord or Landlord's agents shall be applied first to the costs of taking control of the property and collecting the Rents, second to attorney's fees, third to reasonable amounts, taxes, assessments and other charges on the property, and then to the summa secured by the Security Instrument; (v) Landlord, Lender, Agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Landlord shall be entitled to have a receiver appointed to take possession of and manage the Property and collect Rents actually received; (vii) Landlord, Lender, Agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (viii) Landlord, Lender, Agents or any judicially appointed receiver shall be liable to account for only those Rents actually received.